

1 Charles T. Marshall, Esq. (SBN 176091)
2 Law Offices of Charles T. Marshall
3 415 Laurel St. #405
4 San Diego, CA. 92101
5 Tel: (619) 807-2628
6 Fax: (866) 575-7413
7 Email: cmarshall@marshallestatelaw.com

8 Attorney for: JAMES MACKLIN

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

JAMES L. MACKLIN,) Chapter 7
Debtor.) Case No. 10-44610
) DCN: JLM-1
) Adv. Pro. No. 11-02024-E
)
JAMES L. MACKLIN,) **DECLARATION OF PLAINTIFF**
Plaintiff,) **JAMES L. MACKLIN**
v.)
)
)
DEUTSCHE BANK NATIONAL)
TRUST CO., AS INDENTURE) Date: February 26, 2015
TRUSTEE FOR THE ACCREDITED) Time: 1:30 p.m.
MORTGAGE LOAN TRUST 2006-2) Court: 33
ASSET-BACKED NOTES, et al.,) Judge: Hon. Ronald Sargis
Defendant(s).)

This Declaration is made under the laws of the United States and under penalty of perjury. Declarant, James L. Macklin, does declare the following to be true and correct and would testify substantially the same in court.

I, James Macklin, am over the age of eighteen (18) years and am competent to testify as to the matters herein. I declare under penalty of perjury, under the laws of the United States, the following are true and correct.

- 1 1. On February 12th, 2009, the original lender of my home (10040 Wise Rd., Auburn,
2 California, 95603) (Lender: Accredited Home Lenders, Inc.) legal representative, Ronald
3 Roup, received a notice of rescission from me in writing expressing my intent to rescind
4 my loan under TILA.
- 5 2. I did not intend to ask for a “free house” or free *real* property at any time, ever.
- 6 3. On March 3rd, 2009, a period of 21 days had elapsed from the time that the Lender’s
7 counsel had received my rescission notice. At no time during this period did the Lender
8 or Lender’s representative/agent respond or file an action defending against the notice of
9 rescission.
- 10 4. On March 31st, 2009, Lender’s counsel Ronald Roup wrote me a letter expressing that he
11 did not believe that my rescission was effective by citing to several cases in California
12 that he believed were controlling over my rescission. He also indicated that my rescission
13 was not lawful or recognized by him as legal representative of the original Lender,
14 Accredited Home Lenders, Inc.
- 15 5. DBNTC took legal title to my real property through a court Order in 2013 by way of
16 abrogating my rights under TILA and pursuant to existing law thereunder.
- 17 6. Since the time that DBNTC has had unlawful legal title and possession of my real
18 property, they have not maintained the grounds, have not maintained the structures on the
19 property, have allowed waste to be committed against the property and have generally
20 ignored the well-being of the 3.4 acre estate of my property.
- 21 7. I have suffered financial damages consisting of loss of equity in real property and various
22 legal expenses, over \$200,000.00 in improvements that were made to the property,
23 maintenance costs, monthly payments that were never returned that amount to over
24 \$130,000.00, loss of sleep, unnecessary moving expenses, storage expenses, physical
25 trauma consisting of panic attacks, incessant worry, loss of sleep, loss of right to quiet
26 peaceful enjoyment of property and humiliation. My son, who is a disabled Navy veteran,
27 lost his home. I was forced to scramble at last minute pace to remove items from my
28 home. Many work related tools were removed by Defendant’s agents and never

1 recovered, causing my construction business to degrade to the point of abandoning my
2 thriving construction business. Put bluntly, I was totally devastated personally,
3 emotionally and financially. I suffered a relationship break-up due to the stress that was
4 placed on me by the Defendant. My time was reduced to spending up to 16 hours a day
5 defending my rights for 6 years after the wrongful acts of Defendant.

6 8. On February 5th, at 2:50 p.m., I was contacted by telephone by the Consumer Finance
7 Protection Bureau's Ombudsman's Office. I was referred to the Amicus division of the
8 Bureau. The Ombudsman asked me to send relevant documents to the Amicus Division
9 through the web portal found at www.consumerfinance.gov/amicus. I did send relevant
10 documents as directed. The Bureau is currently reviewing the case for possible
11 intervention in the form of amicus briefing. In a follow-up email I received from the
12 Amicus office, the Bureau indicated that amicus briefs are generally directed upon
13 appeal.

14
15 Dated: February 18, 2015

16
17 By: /s/ James Macklin
18 James Macklin
Plaintiff/Debtor
19
20
21
22
23
24
25
26
27
28